

BILL OF SALE, ASSIGNMENT AND ASSUMPTION OF LIABILITIES AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION OF LIABILITIES AGREEMENT (this "Bill of Sale"), dated as of May 31, 2022, is executed and delivered by Genesis Networks Telecom Services, LLC, a Texas limited liability company ("Seller") to Endeavor Managed Services, Inc., a Delaware corporation ("Purchaser"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of May 31, 2022, by between Seller and Purchaser (the "Asset Purchase Agreement").

RECITALS

A. WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to sell, assign, transfer, convey and deliver to the Purchaser the Transferred Assets, and the Purchaser has agreed to assume the Assumed Liabilities, all in accordance with the terms set forth in the Asset Purchase Agreement; and

B. WHEREAS, the parties now desire to carry out the intent and purpose of the Asset Purchase Agreement by execution and delivery of this Bill of Sale, pursuant to the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Seller hereby sells, assigns, transfers, conveys and delivers to the Purchaser, and the Purchaser hereby purchases and accepts from Seller, all of Seller's right, title and interest, as of the Closing, in and to the Transferred Assets, free and clear of Encumbrances, subject to the terms and conditions of the Asset Purchase Agreement. Seller shall retain all of its right, title and interest in and to all Excluded Assets.

2. The Purchaser hereby assumes and agrees to discharge or perform when due all of the Assumed Liabilities, subject to the terms and conditions of the Asset Purchase Agreement.

3. Each of the parties hereto agrees that, from and after the Closing, upon the reasonable request of the other party hereto and without further consideration, such party will execute and deliver to such other party such documents and further assurances and will take such other actions (without cost to such party) as may be reasonably necessary to carry out the provisions hereof and give effect to the transactions contemplated by this Bill of Sale.

4. This Bill of Sale is executed and delivered in accordance with and subject to the Asset Purchase Agreement (including, without limitation, the representations, warranties, covenants, agreements and indemnities contained therein), which is incorporated herein by reference. In the event of any inconsistencies or ambiguities between this Bill of Sale and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern. Notwithstanding anything to the contrary in this Bill of Sale, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

5. This Bill of Sale shall bind the parties hereto and inure to the benefit of the parties and their respective successors and assigns.

6. This Bill of Sale and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Bill of Sale and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of

Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).


7. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Assignment and Assumption of Liabilities Agreement to be duly executed and delivered as of the day and year first above written.

SELLER:

GENESIS NETWORKS TELECOM SERVICES, LLC

By: 
Name: James Goodman
Title: Manager

PURCHASER

ENDEAVOR MANAGED SERVICES, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Assignment and Assumption of Liabilities Agreement to be duly executed and delivered as of the day and year first above written.


SELLER:

GENESIS NETWORKS TELECOM SERVICES, LLC

By: _____
Name: _____
Title: _____

PURCHASER

ENDEAVOR MANAGED SERVICES, INC.

By:  _____
Name: Stan Burt
Title: CZO